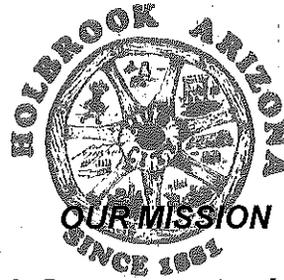


465 First Avenue  
P.O. Box 970  
Holbrook, AZ 86025

# CITY OF HOLBROOK



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*The City of Holbrook Government exists to provide ethical and responsible local government.*

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## AGENDA

### REGULAR CITY COUNCIL MEETING

JUNE 10, 2014

6:00 P.M.

Pursuant to ARS 38-431.02, notice is hereby given to the Holbrook City Council, and to the general public, that a meeting, which is open to the public, will be held on above-mentioned date, in the City Council Chambers, at 465 First Avenue, Holbrook, Arizona. Some of the members of the City Council may choose to participate in this meeting telephonically. The City Council may adjourn into executive session, which will not be open to the public, to discuss certain matters in accordance with ARS 38-431.03.

The items on the following agenda are for discussion or consideration and possible action:

- 1) CALL TO ORDER:
- 2) ROLL CALL:
- 3) PLEDGE OF ALLEGIANCE/INVOCATION:
- 4) PUBLIC ANNOUNCEMENTS AND PRESENTATIONS (Please limit to 10 minutes).
- 5) CALL TO THE AUDIENCE:  
The City Council welcomes public comment at this time only for items listed on this Agenda. There is a five minute time limit per citizen.
- 6) CONSENT AGENDA
  - A. Claims/payment approval for May 23, 2014 thru June 5, 2014:  
Documentation for claims is available at *City Hall*.
- 7) REPORTS:
  - Mayor:
  - Council Members:
  - Manager:
    - A. Update on ADOSH inspection

**Police Chief:**

- 8) OLD BUSINESS:
  - A. Discussion/possible action regarding FY 2014/2015 budget.
- 9) NEW BUSINESS:
  - A. Discussion/possible action regarding the adoption of the tentative 2015 Fiscal Year budget-Manager Alley.
  - B. Discussion/possible action regarding the streetlight agreement with APS-Manager Alley.
  - C. Discussion/possible action regarding marquee maintenance contract renewal with YESCO-Manager Alley.
  - D. Discussion/possible action regarding request to expend funds in the amount of \$5,679.05 to ProForce a sole source provider of ammunition for the Holbrook Police Department-City Clerk Reyes.
  - E.
- 10) EXECUTIVE SESSION:
  - A. Pursuant to ARS 38-431.03(A) (3), the Council may adjourn into executive session for discussion or consultation or legal advice with the City Attorney for any item listed on the agenda.
- 11) POST EXECUTIVE SESSION:
- 12) CALL TO THE AUDIENCE:

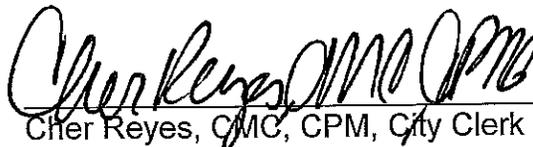
The City Council welcomes public comment at this time for items not listed on this Agenda. There is a three minute time limit per citizen.

Citizens may complete one Request to Speak "Public Comment" card per night and submit it to the City Clerk before or during the Council meeting. During this time, any member of the public may come forward and address the City Council on any issue within the jurisdiction of the Council. Public Comment time is reserved for citizen comments regarding non-agendized items. **Speakers are limited to 3 minutes per speaker to address the Council during "Public Comment" time.** Members of the City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01 (H), action taken as a result of public comment will be limited to directing City staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date. Items on the agenda will not be heard or discussed in Call to the Public. Video or audio tapes or other overhead visual aids are not allowed during these public appearances. All speakers should begin their remarks by stating their name and address for the record.

13) CLAIMS/PAYMENT APPROVAL FOR WALT'S HARDWARE: \$ 1220.94

13) ADJOURNMENT:

Dated this 3<sup>rd</sup> day of June 2014.

  
Cher Reyes, CMC, CPM, City Clerk

According to the Arizona Open Meeting Law, the City Council may only discuss matters listed on the City Council agenda. Matters discussed by the public during public appearances cannot be discussed by the City Council unless they are specifically listed on this agenda. Speaker's visual aids or recorded tapes are not allowed. Members of the public shall refrain from making personal, impertinent or slanderous remarks and from becoming boisterous while

addressing the City Council or while attending the meeting. Unauthorized remarks from the audience, clapping, stomping of feet, yelling or any similar demonstrations are also prohibited. Violations of these rules may result in removal from the City Council meeting. Individual members of the public body may respond to criticism made by those who have addressed the public body.

**CITY OF HOLBROOK**

**INVOICE APPROVAL REPORT**

**BY GL NUMBER EXCLUDING  
WALT'S HARDWARE**

05/23/2014 THRU 06/05/2014

**TOTAL** **\$157,275.16**

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>5/28/2014</b>											
LEXIS-NEXIS (ACCURINT)			169								
54	1	Inv	BACKGROUND CHECKS	06/01/2014	50.00	2		.00		5/14	Y
				06/01/2014		No			001-004-5041		
54	2	Inv		06/01/2014	.00	2		.00		5/14	Y
				06/01/2014		No					
54	3	Inv		06/01/2014	.00	2		.00		5/14	Y
				06/01/2014		Yes					
Total 54					50.00						
Total 169					50.00						
BETTER COMMUNICATIONS CO			2430								
7012100	1	Inv	Radio Contract	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			001-004-5047		
7012100	2	Inv	Radio contract	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			001-031-5047		
7012100	3	Inv	Radio Contract	06/01/2014	529.90	0		.00		5/14	Y
				06/01/2014		No			001-050-5047		
7012100	4	Inv	Radio Contract	06/01/2014	312.63	0		.00		5/14	Y
				06/01/2014		No			001-060-5047		
7012100	5	Inv	Radio Contract	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			001-084-5047		
7012100	6	Inv	Radio Contract	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			001-085-5047		
7012100	7	Inv	Radio Contract	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			002-090-5047		
7012100	8	Inv	Radio Contract	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			002-091-5047		
7012100	9	Inv	Radio Contract	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			002-092-5047		
7012100	10	Inv	Radio Contract	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			001-040-5047		
7012100	11	Inv	Radio Contract	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			007-087-5047		
Total 7012100					842.53						
Total 2430					842.53						
CABLE ONE23414-120774-01-0			2940								
10012098	1	Inv	UTILITIES	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			001-060-5048		
10012098	2	Inv	UTILITIES	06/01/2014	105.95	0		.00		5/14	Y
				06/01/2014		No			001-050-5048		
10012098	3	Inv	UTILITIES	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			001-093-5048		
10012098	4	Inv	UTILITIES	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			001-050-5048		
10012098	5	Inv	UTILITIES	06/01/2014	.00	0		.00		5/14	Y
				06/01/2014		No			001-004-5048		

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 10012098						105.95						
Total 2940						105.95						
CYBERTRAILS				3960								
7312084	1	Inv	EMAIL AND BACKUP		06/01/2014	91.65	2		.00		5/14	Y
					06/01/2014		No			001-004-5047		
7312084	2	Inv			06/01/2014	.00	2		.00		5/14	Y
					06/01/2014		No					
Total 7312084						91.65						
Total 3960						91.65						
IKON FINANCIAL SERVICES				6503								
9012096	1	Inv	COPIER LEASE		06/01/2014	.00	3		.00		5/14	Y
					06/01/2014		No			001-004-5049		
9012096	2	Inv	COPIER MAINTENANCE C		06/01/2014	.00	3		.00		5/14	Y
					06/01/2014		No			001-050-5047		
Total 9012096						.00						
Total 6503						.00						
NAVAJO COUNTY HISTORICAL				8720								
137	1	Inv	CONTRIBUTION		06/01/2014	2,400.00	0		.00		5/14	Y
					06/01/2014		No			006-014-5057		
ARIZONA PUBLIC SERVICE				21025								
60846	1	Inv	STREETLIGHT AGREEME		06/01/2014	559.68	0		.00		5/14	Y
					06/01/2014		No			007-087-5048		
U.S. POSTMASTER				21221								
62	1	Inv	UTILITY BILLING		06/01/2014	296.67	0		.00		5/14	Y
					06/01/2014		No			002-090-5042		
62	2	Inv	UTILITY BILLING		06/01/2014	296.67	0		.00		5/14	Y
					06/01/2014		No			002-091-5042		
62	3	Inv	UTILITY BILLING		06/01/2014	296.67	0		.00		5/14	Y
					06/01/2014		No			002-092-5042		
Total 62						890.01						
Total 21221						890.01						
COPIER PROGRAM DIVISION				21479								
3180016155	1	Inv	COPIER LEASE		06/01/2014	346.82	0		.00		5/14	Y
					06/01/2014		No			001-004-5047		
3180016155	2	Adj	COPIER LEASE		05/28/2014	346.82	0		.00		5/14	Y
					05/28/2014		No			001-004-5047		
Total 3180016155						.00						

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 21479						.00						
YESCO				21716								
34	1	Inv	MAINTENANCE		06/01/2014	265.00	0		.00			5/14 Y
					06/01/2014		No			006-014-5057		
CABLE ONE 23414-459480-01-5				21944								
10012032	1	Inv	UTILITIES		06/01/2014	58.00	0		.00			5/14 Y
					06/01/2014		No			001-060-5048		
CABLE ONE 23414-123561-01-8				21945								
10012032	1	Inv	UTILITIES		06/01/2014	58.00	0		.00			5/14 Y
					06/01/2014		No			001-050-5048		
CABLEONE 23414-468281-01-6				21946								
10012032	1	Inv	UTILITIES		06/01/2014	512.67	0		.00			5/14 Y
					06/01/2014		No			001-004-5048		
CABLEONE #23414-470574-01-1				22006								
3012028	1	Inv	UTILITIES		06/01/2014	111.94	0		.00			5/14 Y
					06/01/2014		No			001-020-5048		
CABLE ONE 23414-472364-01-4				22031								
50126	1	Inv	UTILITIES		06/01/2014	75.45	0		.00			5/14 Y
					06/01/2014		No			002-091-5048		
CABLEONE 23414-472179-01-7				22148								
11012020	1	Inv	UTILITIES		06/01/2014	130.99	0		.00			5/14 Y
					06/01/2014		No			002-091-5048		
11012020	2	Inv	UTILITIES		06/01/2014	130.99	0		.00			5/14 Y
					06/01/2014		No			002-092-5048		
Total 11012020						261.98						
Total 22148						261.98						
WALT'S HARDWARE				9700								
05202014	1	Inv	SUPPLIES		05/20/2014	474.48	0		.00			5/14
					05/28/2014		No			001-031-5026		
05202014	2	Inv	SUPPLIES		05/20/2014	51.50	0		.00			5/14
					05/28/2014		No			007-087-5026		
05202014	3	Inv	SUPPLIES		05/20/2014	146.91	0		.00			5/14
					05/28/2014		No			001-005-5026		
05202014	4	Inv	SUPPLIES		05/20/2014	26.50	0		.00			5/14
					05/28/2014		No			001-084-5026		
05202014	5	Inv	SUPPLIES		05/20/2014	20.57	0		.00			5/14
					05/28/2014		No			001-004-5026		
05202014	6	Inv	SUPPLIES		05/20/2014	21.96	0		.00			5/14
					05/28/2014		No			001-060-5026		
05202014	7	Inv	SUPPLIES		05/20/2014	93.94	0		.00			5/14
					05/28/2014		No			002-092-5026		
05202014	8	Inv	SUPPLIES		05/20/2014	25.52	0		.00			5/14
					05/28/2014		No			001-031-5026		
05202014	9	Inv	SUPPLIES		05/20/2014	1.46	0		.00			5/14
					05/28/2014		No			002-092-5026		

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
05202014	10 Inv	SUPPLIES	05/20/2014 05/28/2014	321.62	0 No		.00		002-091-5026	5/14
05202014	11 Inv	SUPPLIES	05/20/2014 05/28/2014	5.87	0 No		.00		001-050-5026	5/14
05202014	12 Inv	SUPPLIES	05/20/2014 05/28/2014	95.60	0 No		.00		001-040-5026	5/14
05202014	13 Inv	SUPPLIES	05/20/2014 05/28/2014	10.92	0 No		.00		001-020-5026	5/14
Total 05202014				1,296.85						
Total 9700				1,296.85						
Total 5/28/2014				7,579.71						

05/28/2014 GL Period Summary

GL Period	Amount
5/14	7,579.71
	<u>7,579.71</u>

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>5/29/2014</b>												
TINGEY, MATTHEW			22214									
130702	1	Inv	REFUND DEPOSIT		05/08/2014	114.50	0		.00			5/14
					05/29/2014		No				002-0002520	
TSO, ALVIRA			22215									
206208	1	Inv	UTILITY REFUND		05/12/2014	10.31	0		.00			5/14
					05/29/2014		No				002-0002520	
Total 5/29/2014						124.81						

05/29/2014 GL Period Summary

GL Period	Amount
5/14	124.81
	124.81

Invoice No	Vendor Name Seq Type	Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>6/4/2014</b>											
<b>SKEVINGTON, WENDY</b>											
			10880								
06032014	1 Inv	TRAVEL		08/03/2014 06/04/2014	284.84	0 No		.00		001-020-5045	6/14
<b>A.P.S.</b>											
			70								
05-2014	1 Inv	UTILITIES		05/21/2014 05/21/2014	452.53	0 No		.00		001-060-5048	6/14
05-2014-2014	1 Inv	UTILITIES		05/21/2014 05/21/2014	12,896.88	0 No		.00		002-091-5048	6/14
05-2014	2 Inv	UTILITIES		05/21/2014 05/21/2014	3,314.03	0 No		.00		002-092-5048	6/14
05-2014	3 Inv	UTILITIES		05/21/2014 05/21/2014	844.28	0 No		.00		001-099-5048	6/14
05-2014	4 Inv	UTILITIES		05/21/2014 05/21/2014	189.50	0 No		.00		001-085-5048	6/14
05-2014	5 Inv	UTILITIES		05/21/2014 05/21/2014	522.98	0 No		.00		001-004-5048	6/14
05-2014	6 Inv	UTILITIES		05/21/2014 05/21/2014	538.73	0 No		.00		006-014-5048	6/14
05-2014	7 Inv	UTILITIES		05/21/2014 05/21/2014	39.75	0 No		.00		001-084-5048	6/14
05-2014	8 Inv	UTILITIES		05/21/2014 05/21/2014	605.92	0 No		.00		001-020-5048	6/14
05-2014	9 Inv	UTILITIES		05/21/2014 05/21/2014	130.51	0 No		.00		001-048-5048	6/14
05-2014	10 Inv	UTILITIES		05/21/2014 05/21/2014	2,503.87	0 No		.00		001-031-5048	6/14
05-2014	11 Inv	UTILITIES		05/21/2014 05/21/2014	1,142.32	0 No		.00		001-050-5048	6/14
05-2014	12 Inv	UTILITIES		05/21/2014 05/21/2014	315.63	0 No		.00		001-093-5048	6/14
05-2014	13 Inv	UTILITIES		05/21/2014 05/21/2014	1,107.98	0 No		.00		007-087-5048	6/14
05-2014	14 Inv	UTILITIES		05/21/2014 05/21/2014	384.84	0 No		.00		001-040-5048	6/14
05-2014	15 Inv	UTILITIES		05/21/2014 05/21/2014	111.60	0 No		.00		002-090-5048	6/14
Total 05-2014					11,751.94						
Total 70					25,101.35						
<b>BRADCO</b>											
			2590								
26499	1 Inv	FUEL		06/02/2014 06/04/2014	2,783.05	0 No		.00		007-087-5027	6/14
<b>KRUSZE JR, DOUG</b>											
			22216								
05312014	1 Inv	REFUND POOL		05/31/2014 06/04/2014	25.00	0 No		.00		001-000-4737	6/14
<b>UNISOURCE ENERGY SERVICES</b>											
			3380								
05212014	1 Inv	UTILITIES		05/21/2014 06/04/2014	497.10	0 No		.00		006-014-5048	6/14

Invoice No	Vendor Name Seq Type	Vendor No	Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
O'REILLY AUTO PARTS		21622									
272119	1 Inv PARTS			05/20/2014 06/11/2014	1.18	0 No		.00		001-050-5024	6/14
CARQUEST AUTO PARTS		2440									
447022	1 Inv PARTS			06/03/2014 06/11/2014	95.31	0 No		.00		001-085-5026	6/14
446299	1 Inv PARTS			05/21/2014 06/11/2014	42.53	0 No		.00		002-092-5026	6/14
445710	1 Inv PARTS			05/12/2014 06/11/2014	366.31	0 No		.00		001-050-5024	6/14
446022	1 Inv PARTS			05/16/2014 06/11/2014	78.94	0 No		.00		002-092-5026	6/14
Total 2440					583.09						
AUTO SAFETY HOUSE		1571									
031855H	1 Inv PARTS/REPAIRS			05/21/2014 06/11/2014	13.42	2 No		.00		001-004-5026	6/14
AVESIS THIRD PARTY ADMIN INC		21412									
05212014	1 Inv INSURANCE PREMIUM			05/21/2014 06/04/2014	447.29	0 No		.00		099-0002524	6/14
PASCHAL ELECTRIC		20969									
151	1 Inv REPAIRS			05/19/2014 06/04/2014	2,206.85	0 No		.00		002-092-5041	6/14
FRONTIER COMM TELE		3350									
05152014	1 Inv UTILITIES			05/15/2014 06/04/2014	67.59	0 No		.00		001-050-5048	6/14
UNIVERSAL POLICE SUPPLY CO.		12400									
16439	1 Inv UNIFORMS			04/30/2014 06/11/2014	994.73	2 No		.00		001-050-5023	6/14
SIRCHIE FINGER PRINT LAB		10870									
0164406-IN	1 Inv SUPPLIES			05/07/2014 06/11/2014	43.66	0 No		.00		001-050-5026	6/14
WELDING SERVICES & SUPPLY		12815									
16779	1 Inv SUPPLIES			05/20/2014 06/11/2014	357.88	2 No		.00		001-085-5071	6/14
UNISOURCE ENERGY SERVICES		3380									
05202014	1 Inv UTILITIES			05/20/2014 06/04/2014	132.07	0 No		.00		001-050-5048	6/14
05202014	2 Inv UTILITIES			05/20/2014 06/04/2014	89.72	0 No		.00		001-020-5048	6/14
05202014	3 Inv UTILITIES			05/20/2014 06/04/2014	29.15	0 No		.00		001-031-5048	6/14
Total 05202014					250.94						

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
Total 3380					250.94						
PHILLIPS, RODNEY O. 22217											
13303	1	Inv	REFUND DEPOSIT	05/21/2014 06/04/2014	124.00	0 No		.00		002-0002520	6/14
Total 6/4/2014					33,781.97						

06/04/2014 GL Period Summary

GL Period	Amount
6/14	33,781.97
	<u>33,781.97</u>

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
<b>6/5/2014</b>										
<b>BRADCO</b>										
		2590								
26499	2 Adj		06/02/2014	1.00	0		.00			6/14
			06/04/2014		No			007-087-5027		
26499	3 Adj		06/02/2014	2,782.05	0		.00			6/14
			06/04/2014		No			007-087-5027		
Total 26499				2,781.05						
Total 2590				2,781.05						
<b>MCLAWS, ALONZO M.</b>										
		22218								
302204	1 Inv	REFUND DEPOSIT	05/01/2014	129.75	0		.00			6/14
			06/05/2014		No			002-0002520		
<b>NAIK, ALOK &amp; NIRAJA, PATEL</b>										
		22219								
125304	1 Inv	REFUND DEPOSIT	05/01/2014	107.34	0		.00			6/14
			06/05/2014		No			002-0002520		
<b>YANIATO, FREDERICK</b>										
		22220								
143807	1 Inv	REFUND DEPOSIT	04/09/2014	33.13	0		.00			6/14
			06/05/2014		No			002-0002520		
<b>DIXON, COURTNEY A.</b>										
		22221								
2942.06	1 Inv	REFUND DEPOSIT	04/10/2014	43.77	0		.00			6/14
			06/05/2014		No			002-0002520		
<b>R&amp;B LASTING IMPRESSIONS</b>										
		10010								
865	1 Inv	UNIFORMS	05/20/2014	267.37	0		.00			6/14
			06/05/2014		No			001-031-5023		
<b>A.P.S.</b>										
		70								
05142014	1 Inv	UTILITIES	05/14/2014	3,387.57	0		.00			6/14
			06/05/2014		No			007-087-5048		
<b>JAIME, JOHNNY</b>										
		22060								
2360.03	1 Inv	REFUND DEPOSIT	05/16/2014	79.00	0		.00			6/14
			06/05/2014		No			002-0002520		
<b>PASCHAL (SCHADE), JERRI</b>										
		10591								
05202014	1 Inv	CEMETERY PROJECT	05/20/2014	200.00	2		.00			6/14
			05/27/2014		No			001-031-5026		
<b>DURAN, JODI</b>										
		21851								
05262014	1 Inv	REFUND CLEANING DEPC	05/26/2014	25.00	0		.00			6/14
			06/05/2014		No			001-000-4732		
<b>MANO, TRUCIA L.</b>										
		22222								
146213	1 Inv	REFUND DEPOSIT	05/08/2014	102.00	0		.00			6/14
			06/05/2014		No			002-0002520		
<b>FOX, JOHN R.</b>										
		21227								
168203	1 Inv	DEPOSIT REFUND	05/07/2014	114.50	0		.00			6/14
			06/05/2014		No			002-0002520		

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
WALT'S HARDWARE		9700								
127409	1 Inv	SUPPLIES	03/17/2014 06/05/2014	2.90	0 No		.00	001-031-5026		6/14
SOLOMON LAW OFFICES, P.C.		20955								
05312014	1 Inv	PROFESSIONAL SERVICE	05/31/2014 06/05/2014	783.00	0 No		.00	001-004-5041		6/14
O'REILLY AUTO PARTS		21622								
272283	1 Inv	PARTS	05/21/2014 06/11/2014	19.68	0 No		.00	001-050-5024		6/14
SPANGLERPICS.COM		22069								
20	1 Inv	PHOTOS	04/08/2014 06/05/2014	24.00	0 No		.00	001-031-5026		6/14
R.A.G.H.T.		10005								
06012014	1 Inv	INSURANCE PREMIUMS	06/01/2014 06/05/2014	55,099.19	2 No		.00	099-0002524		6/14
BRADCO		2590								
11282	1 Inv	FUEL	05/31/2014 06/05/2014	5,022.58	0 No		.00	007-087-5027		6/14
WELLS FARGO REMITTANCE-ALLEY		22178								
06042014	1 Inv	UTILITIES	06/04/2014 06/05/2014	310.91	0 No		.00	006-014-5048		6/14
JACK'S BODY SHOP		6852								
5139	1 Inv	REPAIRS	05/23/2014 06/11/2014	733.10	2 No		.00	001-050-5024		6/14
DANA KEPNER CO.		4071								
4624458-00	1 Inv	SUPPLIES	05/20/2014 06/11/2014	582.71	1 No		.00	002-091-5026		6/14
4624402-00	1 Inv	SUPPLIES	05/20/2014 06/11/2014	153.22	1 No		.00	002-091-5026		6/14
Total 4071				735.93						
HOLBROOK TRIBUNE NEWS		6240								
124442	1 Inv	ADVERTISEMENT	03/19/2014 06/11/2014	30.25	0 No		.00	002-090-5044		6/14
ESSENTIAL DATA CONTROL SYSTEM		4771								
1463	1 Inv	PROFESSIONAL FEES	05/30/2014 06/11/2014	1,995.00	2 No		.00	002-092-5041		6/14
HOLBROOK FIRST STEP		21380								
05312014	1 Inv	PROFESSIONAL SERVICE	05/31/2014 06/05/2014	52.50	0 No		.00	006-014-5041		6/14
SIMPSON NORTON		10840								
1443958-02	1 Inv	PARTS	04/30/2014 06/11/2014	50.62	0 No		.00	001-040-5024		6/14

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
SPILLMAN TECHNOLOGIES 21656											
27537	1	Inv	SOFTWARE	04/30/2014 06/11/2014	8,923.00	0 No		.00		001-050-5047	6/14
NORTHERN SAFETY CO. 9004											
900892745	1	Inv	SAFETY SUPPLIES	05/13/2014 06/11/2014	63.07	4 No	05/28/2014	.00		001-085-5026	6/14
900892745	2	Inv	SAFETY SUPPLIES	05/13/2014 06/11/2014	63.07	4 No	05/28/2014	.00		002-090-5026	6/14
Total 900892745					126.14						
Total 9004					126.14						
EWING 20265											
8005194	1	Inv	SUPPLIES	05/14/2014 06/11/2014	934.26	5 No		.00		001-040-5026	6/14
ENTENMANN-ROVIN CO. 4726											
0099484-IN	1	Inv	BADGES	05/22/2014 06/11/2014	368.50	2 No		.00		001-050-5023	6/14
STANDARD ELECTRIC 11270											
34440	1	Inv	WIRE	06/03/2014 06/11/2014	127.29	0 No		.00		001-031-5026	6/14
CABLEONE 23414-472788-01-6 22223											
05232014	1	Inv	UTILITIES	05/23/2014 06/11/2014	529.25	0 No		.00		006-014-5048	6/14
05232014	2	Adj		05/23/2014 06/11/2014	310.91 -	0 No		.00		001-020-5048	6/14
05232014	3	Adj		05/23/2014 06/11/2014	310.91 -	0 No		.00		006-014-5048	6/14
05232014	4	Adj		05/23/2014 06/11/2014	310.91	0 No		.00		001-020-5048	6/14
Total 05232014					218.34						
Total 22223					218.34						
SIMPSON NORTON 10840											
1444402-00	1	Inv	REPAIRS	05/07/2014 06/11/2014	115.00	0 No		.00		001-040-5024	6/14
1443829-00	1	Inv	REPAIRS	04/29/2014 06/11/2014	1,559.17	0 No		.00		001-040-5024	6/14
Total 10840					1,674.17						
KRUPITSKY, DMITRY 22224											
1289.13	1	Inv	REFUND DEPOSIT	05/01/2014 06/11/2014	52.86	0 No		.00		002-0002520	6/14
PALAMIDES, VON CHRISTOPHER 22225											
152107	1	Inv	REFUND DEPOSIT	05/01/2014	101.77	0		.00			6/14

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
			06/05/2014		No				002-0002520	
SIoux VALLEY ENVIRONMENTAL		20284								
9015	1 Inv	SVENFLOC	05/22/2014	2,862.00	0		.00			6/14
			06/11/2014		No				002-092-5026	
BALOO, JME		22226								
05262014	1 Inv	REFUND DEPOSIT	05/26/2014	25.00	0		.00			6/14
			06/11/2014		No				001-000-4737	
FUTURE TIRE, INC.		5241								
W31220	1 Inv	TIRES	05/21/2014	262.24	2		.00			6/14
			06/11/2014		No				001-050-5024	
CARQUEST AUTO PARTS		2440								
446393	1 Inv	PARTS	05/22/2014	4.35	0		.00			6/14
			06/11/2014		No				002-092-5024	
UNIVERSAL POLICE SUPPLY CO.		12400								
159581	1 Inv	UNIFORMS	05/20/2014	536.82	2		.00			6/14
			06/11/2014		No				001-050-5023	
NAVAJO COUNTY ELECTIONS		8670								
2014-005	1 Inv	ELECTIONS	05/21/2014	316.28	0		.00			6/14
			06/11/2014		No				001-001-5056	
ADVANCED INFOR SYSTEMS		21240								
11468	1 Inv	UTILITY BILLING	05/27/2014	92.24	0		.00			6/14
			06/05/2014		No				002-092-5042	
11468	2 Inv	UTILITY BILLING	05/27/2014	92.24	0		.00			6/14
			06/05/2014		No				002-091-5042	
11468	3 Inv	UTILITY BILLING	05/27/2014	92.24	0		.00			6/14
			06/05/2014		No				002-090-5042	
Total 11468				276.72						
Total 21240				276.72						
PEAK ENGINEERING		21791								
13COH01-04	1 Inv	PROFESSIONAL SERVICE	02/24/2014	425.00	0		.00			6/14
			06/05/2014		No				001-004-5041	
14COH01-03	1 Inv	PROFESSIONAL SERVICE	05/21/2014	615.00	0		.00			6/14
			06/05/2014		No				001-004-5041	
Total 21791				1,040.00						
DICKINSON WRIGHT MARISCAL,		22018								
927299	1 Inv	PROFESSIONAL SERVICE	05/21/2014	2,903.36	0		.00			6/14
			06/05/2014		No				001-004-5041	
CARQUEST AUTO PARTS		2440								
446589	1 Inv	PARTS	05/27/2014	323.99	0		.00			6/14
			06/11/2014		No				001-050-5024	
PARRA, JOSHUA		22197								

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
05272014	1	Inv	PER DIEM	05/27/2014 06/05/2014	756.00	0 No		.00		001-050-5045	6/14
RUTHERFORD, RACHEL T.			22227								
269302	1	Inv	REFUND DEPOSIT	06/01/2014 06/05/2014	55.09	0 No		.00		002-0002520	6/14
AUTO SAFETY HOUSE			1571								
031929H	1	Inv	PARTS/REPAIRS	05/28/2014 06/11/2014	243.90	2 No		.00		001-050-5024	6/14
CARQUEST AUTO PARTS			2440								
446991	1	Inv	PARTS	06/02/2014 06/11/2014	13.63	0 No		.00		002-090-5024	6/14
446970	1	Inv	PARTS	06/02/2014 06/11/2014	113.94	0 No		.00		001-085-5026	6/14
446709	1	Inv	PARTS	05/28/2014 06/11/2014	36.74	0 No		.00		001-050-5024	6/14
Total 2440					164.31						
SIMPSON NORTON			10840								
1443364-00	1	Inv	PARTS	04/17/2014 06/11/2014	69.74	0 No		.00		001-040-5024	6/14
JOHN, MELISSA			22228								
2014001	1	Inv	TRAINING STIPEND	06/03/2014 06/05/2014	600.00	0 Yes		.00		027-020-5049	6/14
O'REILLY AUTO PARTS			21622								
271656	1	Inv	PARTS	05/16/2014 06/11/2014	429.91	0 No		.00		002-090-5024	6/14
272017	1	Inv	PARTS	05/19/2014 06/11/2014	1.05	0 No		.00		001-050-5024	6/14
272052	1	Inv	PARTS	05/19/2014 06/11/2014	.34	0 No		.00		001-050-5024	6/14
271522	1	Inv	PARTS	05/15/2014 06/11/2014	2.17	0 No		.00		001-050-5024	6/14
272937	1	Inv	PARTS	05/27/2014 06/11/2014	602.58	0 No		.00		001-050-5024	6/14
272997	1	Inv	PARTS	05/27/2014 06/11/2014	52.24	0 No		.00		001-085-5026	6/14
Total 21622					1,088.29						
WELLS FARGO REMITTANCE-ALLEY			22178								
05282014	1	Inv	RESALE	05/28/2014 06/05/2014	155.89	0 No		.00		001-031-5029	6/14
05282014	2	Inv	UNIFORMS	05/28/2014 06/05/2014	71.40	0 No		.00		001-031-5023	6/14
05282014	3	Inv	TILE	05/28/2014 06/05/2014	353.99	0 No		.00		001-031-5026	6/14
05282014	4	Inv	TRAINING	05/28/2014 06/05/2014	96.00	0 No		.00		002-092-5045	6/14
05282014	5	Inv	SUPPLIES	05/28/2014	105.20	0		.00			6/14

Invoice No	Seq	Type	Vendor Name Description Inventory No	Vendor No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
05282014	6	Inv	SUPPLIES		06/05/2014		No				001-031-5026	
					05/28/2014	225.89	0		.00			6/14
					06/05/2014		No				002-092-5026	
05282014	7	Inv	RESALE		05/28/2014	28.47	0		.00			6/14
					06/05/2014		No				001-031-5029	
05282014	8	Inv	SUPPLIES		05/28/2014	64.55	0		.00			6/14
					06/05/2014		No				001-031-5026	
Total 05282014						1,101.39						
Total 22178						1,101.39						
HOLBROOK TRIBUNE NEWS				6240								
124788	1	Inv	ADVERTISEMENT		05/14/2014	30.25	0		.00			6/14
					06/11/2014		No				027-020-5074	
124800	1	Inv	ADVERTISEMENT		05/16/2014	108.90	0		.00			6/14
					06/11/2014		No				001-004-5044	
124801	1	Inv	ADVERTISEMENT		05/16/2014	54.45	0		.00			6/14
					06/11/2014		No				001-004-5044	
Total 6240						193.60						
SAM'S CLUB 6604				10530								
2876219906	1	Inv	SUPPLIES		05/22/2014	213.18	0		.00			6/14
					06/11/2014		No				001-004-5026	
WELLS FARGO REMITTANCE-ALLEY				22178								
1369290	1	Inv	SUPPLIES		05/22/2014	879.35	0		.00			6/14
					06/05/2014		No				001-004-5021	
H&C STARTER				5740								
80323B	2	Inv	PARTS		04/29/2014	30.00	0		.00			6/14
					05/13/2014		No				007-087-5024	
NAVAJO COUNTY FINANCE				8690								
14-00000051	1	Inv	JAIL CONTRACT		05/15/2014	5,398.92	0		.00			6/14
					06/05/2014		No				001-050-5050	
UNITY TECHNOLOGY SERVICES LLC				21890								
U1602	1	Inv	PROFESSIONAL FEES		05/05/2014	57.50	0		.00			6/14
					06/05/2014		No				001-004-5041	
ESSENTIAL DATA CONTROL SYSTEM				4771								
1460	1	Inv	PROFESSIONAL FEES		05/13/2014	950.00	2		.00			6/14
					06/05/2014		No				002-092-5041	
AUTO SAFETY HOUSE				1571								
031839H	1	Inv	PARTS/REPAIRS		05/20/2014	17.31	2		.00			6/14
					06/11/2014		No				007-087-5024	
WARD,, JENNIFER & DAVID				22230								
10902	1	Inv	REFUND DEPOSIT		05/19/2014	120.18	0		.00			6/14
					06/05/2014		No				002-0002520	
USA BLUE BOOK				12482								

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
334496	1	Inv	SUPPLIES	05/01/2014 05/21/2014	71.77	1 No		.00		002-092-5026	6/14
335685	1	Inv	SUPPLIES	05/02/2014 05/22/2014	520.18	1 No		.00		002-092-5026	6/14
334449	1	Inv	SUPPLIES	05/01/2014 05/21/2014	337.02	1 No		.00		002-092-5026	6/14
Total 12482					928.97						
GLOVEDADDY, LLC			21782								
1596	1	Inv	GLOVES	06/02/2014 06/11/2014	341.25	0 No		.00		001-050-5021	6/14
GEMPLER'S			5353								
1020108151	1	Inv	SPRAYERS	04/30/2014 06/11/2014	108.45	1 No		.00		001-005-5026	6/14
QUILL OFFICE PRODUCTS			9990								
8801627	1	Inv	SUPPLIES	01/16/2014 06/11/2014	210.84	0 No		.00		001-004-5021	6/14
USA BLUE BOOK			12482								
345204	1	Inv	SUPPLIES	05/14/2014 06/03/2014	631.86	1 No		.00		002-091-5026	6/14
QUILL OFFICE PRODUCTS			9990								
2960228	1	Inv	SUPPLIES	05/14/2014 06/11/2014	31.00	0 No		.00		001-004-5021	6/14
ROUTE 66 LUMBER & HARDWARE			650								
05312014	1	Inv	SUPPLIES	05/31/2014 06/11/2014	51.25	0 No		.00		007-087-5026	6/14
USA BLUE BOOK			12482								
340485	1	Inv	SUPPLIES	05/08/2014 06/11/2014	2.16	1 No		.00		002-092-5026	6/14
342749	1	Inv	SUPPLIES	05/12/2014 06/01/2014	11.94	1 No		.00		002-091-5026	6/14
Total 12482					14.10						
FRONTIER COMM TELE			3350								
05012014	1	Inv	UTILITIES	05/01/2014 06/05/2014	100.75	0 No		.00		002-091-5048	6/14
05012014	2	Inv	UTILITIES	05/01/2014 06/05/2014	190.94	0 No		.00		001-060-5048	6/14
05012014	3	Inv	UTILITIES	05/01/2014 06/05/2014	2,017.07	0 No		.00		001-050-5048	6/14
05012014	4	Inv	UTILITIES	05/01/2014 06/05/2014	155.83	0 No		.00		001-085-5048	6/14
05012014	5	Inv	UTILITIES	05/01/2014 06/05/2014	276.97	0 No		.00		001-093-5048	6/14
05012014	6	Inv	UTILITIES	05/01/2014 06/05/2014	503.02	0 No		.00		002-092-5048	6/14
05012014	7	Inv	UTILITIES	05/01/2014	135.23	0		.00			6/14

Invoice No	Vendor Name Seq Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
			06/05/2014		No				001-040-5048	
	Total 05012014			3,379.81						
	Total 3350			3,379.81						
	AGS PUBLISHING	21185								
05202014	1 Inv	ADVERTISING	05/20/2014 06/11/2014	650.00	0 No		.00		001-040-5044	6/14
	NEOFUNDS BY NEOPOST	21603								
04172014	1 Inv	POSTAGE	04/17/2014 06/05/2014	317.54	0 No		.00		001-001-5056	6/14
04172014	2 Inv	POSTAGE	04/17/2014 06/05/2014	39.27	0 No		.00		001-004-5042	6/14
04172014	3 Inv	POSTAGE	04/17/2014 06/05/2014	23.99	0 No		.00		001-050-5042	6/14
04172014	4 Inv	POSTAGE	04/17/2014 06/05/2014	1.96	0 No		.00		001-001-5042	6/14
	Total 04172014			382.76						
04252014	1 Inv	POSTAGE	04/25/2014 06/05/2014	671.20	0 No		.00		001-001-5056	6/14
04252014	2 Inv	POSTAGE	04/25/2014 06/05/2014	15.68	0 No		.00		001-004-5042	6/14
04252014	3 Inv	POSTAGE	04/25/2014 06/05/2014	10.19	0 No		.00		001-050-5042	6/14
04252014	4 Inv	POSTAGE	04/25/2014 06/05/2014	.75	0 No		.00		002-091-5042	6/14
04252014	5 Inv	POSTAGE	04/25/2014 06/05/2014	11.76	0 No		.00		001-020-5042	6/14
04252014	6 Inv	POSTAGE	04/25/2014 06/05/2014	12.80	0 No		.00		006-014-5042	6/14
04252014	7 Inv	POSTAGE	04/25/2014 06/05/2014	.49	0 No		.00		001-093-5042	6/14
	Total 04252014			722.87						
	Total 21603			1,105.63						
	ESSENTIAL DATA CONTROL SYSTEM	4771								
1462	1 Inv	PROFESSIONAL FEES	05/30/2014 06/06/2014	350.00	2 No		.00		002-092-5041	6/14
1462	2 Inv	PROFESSIONAL FEES	05/30/2014 06/06/2014	500.00	2 No		.00		002-091-5041	6/14
	Total 1462			850.00						
	Total 4771			850.00						
	FREIGHTLINER ARIZONA, LTD.	5213								
00302249:01	1 Inv	REPAIRS	04/07/2014 06/11/2014	1,192.52	2 No		.00		002-092-5024	6/14

Invoice No	Seq	Vendor Name Type	Vendor No Description Inventory No	Inv Date Due Date	Total Cost	Term 1099	Disc Date	Disc Amt	PO Number	GL Per GL Acct	R
PENGUIN MANAGEMENT, INC			22229								
20445	1	Inv	PAGERS	05/27/2014	1,147.00	0		.00			6/14
				06/11/2014		No			001-060-5071		
Total 6/5/2014					<u>115,788.67</u>						

06/05/2014 GL Period Summary

GL Period	Amount
6/14	115,788.67
	<u>115,788.67</u>
Grand Total:	<u>157,275.16</u>

Report GL Period Summary

GL Period	Amount
5/14	7,704.52
6/14	149,570.64
	<u>157,275.16</u>

Vendor Number Hash: 1735815  
 Vendor Number Hash - Split: 2488102  
 Total Number of Invoices: 131  
 Total Number of Transactions: 210

TC	Terms Description	Invoice Amt	Discount Amt	Net Inv Amt
0	Open Terms	89,839.19	.00	89,839.19
1	NET 20	2,419.31	.00	2,419.31
2	NET 7	63,956.26	.00	63,956.26
3	IMMEDIATELY	.00	.00	.00
4	2% 15TH, NET 30	126.14	.00	126.14
5	NET 10TH OF MONTH	934.26	.00	934.26
		<u>157,275.16</u>	<u>.00</u>	<u>157,275.16</u>

STREETLIGHT POLE USE LICENSE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF HOLBROOK

APS CONTRACT NO. 201407022

CITY OF HOLBROOK CONTRACT NO. \_\_\_\_\_

Execution Date 7/1/14

14. SEVERABILITY .....13

15. ASSIGNMENT .....13

16. NO THIRD PARTY BENEFICIARIES .....14

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES .....14

18. PRECEDENCE .....14

19. ENTIRE AGREEMENT, MODIFICATION .....15

20. INDEMNIFICATION .....15

21. LEGAL REQUIREMENTS .....16

22. EXECUTION AND EFFECTIVE DATE .....17

**EXHIBIT**

EXHIBIT A – ANNUAL ATTACHMENT FEE ..... A-1

EXHIBIT B – REMOVAL AND INSTALLATION COST .....B-1

Master License Agreement dated December 12, 1997.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this License Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

- 3.1 ACC: Arizona Corporation Commission.
- 3.2 Annual Attachment Fee: The fee set forth in Exhibit A assessed annually for attachment of Streetlight Facilities to each APS Pole.
- 3.3 APS Pole(s): Electric distribution poles owned by APS for which APS authorizes the attachment of the Streetlight Facilities.
- 3.4 Due Date: The thirtieth (30th) calendar day after the invoice date.
- 3.5 Effective Date: The date specified in Section 22, Execution and Effective Date.
- 3.6 Interest: The per annum rate of 18% compounded monthly.
- 3.7 Joint Pole Participant: Any entity with whom APS has entered into an agreement or arrangement to reciprocally own and furnish poles for joint use and by which both parties have agreed to a method of pro-rating the fully allocated costs of ownership and maintenance of such joint use facilities, including the safety space and supporting structure.
- 3.8 License: A revocable, nonexclusive authorization to attach Streetlight Facilities to APS Poles, subject to the terms of this License Agreement. Such License(s) shall be issued by APS, in its sole discretion.

attachment of City owned Streetlight Facilities to various APS Poles as designated by APS in its sole discretion.

4.2 Other Rights Reserved:

4.2.1 Neither the use of APS Poles as authorized herein nor payment of any fees or charges required under this License Agreement shall create or vest in City any ownership or property rights in such APS Poles. City's right here in shall be and remain a license. Neither this License Agreement nor any License granted, or which may be granted, hereunder shall constitute an assignment of any of APS' rights to use any public thoroughfare or other public or private property at the location of APS Poles.

4.2.2 Nothing contained in this License Agreement shall be construed to compel APS to construct, retain, extend, place, or maintain APS electric distribution poles or other facilities for the benefit of City which are not needed for APS' own service requirements. If it becomes necessary or desirable to relocate or remove APS Poles, APS will notify City of the need to relocate or remove City's Streetlight Facilities located thereon thirty (30) calendar days prior to such relocation or removal; except that in an emergency, the notice will be provided within thirty (30) calendar days after the relocation or removal. APS will perform the relocation or removal of the Streetlight Facilities located on APS Poles. The relocation or removal will be at City's expense in accordance with Exhibit B, unless such relocation or removal is made at APS' request or convenience. If APS relocates or removes its APS Poles at the request of City or a third party, City or the third party (as the case may be) shall be responsible to pay the costs of relocating or removing the Streetlight Facilities located

occupy such property, upon the written consent of City which shall not be unreasonably withheld, APS shall be authorized to remove the Streetlight Facilities at Cities expense. The removal costs will be in accordance with Exhibit B

4.3 Annual Attachment Fees:

4.3.1 The Annual Attachment Fee shall be as specified in Exhibit A hereto.

4.3.2 The Annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of such adjustments shall be calculated by utilizing the cost index numbers from the most recent edition of the Handy Whitman Index of Public Utility Construction Costs ("H/W Index"), Plateau Region (E-5), Distribution Plant; Poles, Towers and Fixtures (FERC Account No. 364). The percentage of change in the annual average index numbers will be applied to the previous year's Annual Attachment Fee to determine the current year's Annual Attachment Fee, effective January 1st of each year. The initial Annual Attachment Fee for attachments in existence prior to the Effective Date of this License Agreement shall be assessed at the annual rate set forth in Section 4.3.1 above, prorated from the effective date of this License Agreement to the end of the initial calendar year.

4.3.3 The total Annual Attachment Fee assessed as of the beginning of each anniversary of the Effective Date shall be based upon the total number of licensed APS Poles on record, multiplied by the Annual Attachment Fee effective for that year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, less the number of pole attachments whose License has been terminated, as of the last day of the previous year.

6.3.1 In the event of termination of this License Agreement and/or any License(s), APS may remove City's Streetlight Facilities from APS Poles affected by such termination; provided, however, that City shall be liable for and pay all applicable attachment fees to APS until the Streetlight Facilities are actually removed from APS Poles. City shall pay APS for the removal of City's Streetlight Facilities from APS Poles as specified in Exhibit B.

6.4 Cancellation By City: The Parties hereto acknowledge that this License Agreement is subject to cancellation by the City for a conflict of interest pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

7. DESIGNATED REPRESENTATIVES AND NOTICES

7.1 Designated Representatives: All communications relating to the day-to-day activities under this License Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party. Either Party may change said designated representatives from time to time by giving advance written notice.

**APS:**  
Arizona Public Service Company  
Attention: Streetlight Management  
P.O. Box 53933, Station 3536  
Phoenix, Arizona 85072-3933  
Telephone: 602-371-5067  
FAX: 602-371-6733

**City:**  
City of Holbrook  
Street Transportation Department  
Director  
Telephone:  
FAX:  
E-mail:

7.2 Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be send by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

9. UNCONTROLLABLE FORCES

9.1 Definition: An “Uncontrollable Force” shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire, lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term “uncontrollable force” in interpreting or construing this License Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

9.2 Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to perform its obligations under this License Agreement, then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which

11.3 Disputed Bill: If any portion of any bill is disputed, the undisputed amount shall be paid when due.

11.3.1 The Party discovering the error shall notify the other Party in writing of the disputed amount and the reasons the charges are believed to be in error. Within 60 days, the Parties shall meet to resolve the dispute. If the dispute cannot be resolved within 180 days, either Party may request mediation, or the dispute may be referred to a mutually agreed upon mediator by the Parties to resolve the dispute.

11.4 Delinquent Bill: If City's bill becomes delinquent, due to non-payment for a period of thirty (30) days after the invoice date, APS shall have the right at its option:

11.4.1 To exercise any remedy provided by law, including immediate termination of this License Agreement. Suspension and/or termination shall not relieve City of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with City.

11.4.2 To charge interest at the rate of 18% per annum for all charges unpaid after the thirty (30) day period until the past due charges, including interest accrued thereon, are paid in full.

The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

11.5 Taxes: City shall pay any and all applicable sales tax, transaction privilege tax, use tax or like tax assessed or assessable as the result of APS providing services hereunder.

consent, the transferring Party shall provide notice within thirty (30) calendar days to the other Party of the transfer and the effective date thereof. Any transfer in violation of this Section 15 shall be deemed null and void.

16. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 15 of this License Agreement entitled, "ASSIGNMENT," is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party.

City acknowledges and represents that this License Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor City undertakes any responsibility or obligation to any third party by virtue of this License Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this License Agreement or its performance by either Party.

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this License Agreement.

18. PRECEDENCE

18.1 Order of Precedence: In the event of conflict between this License Agreement and any referenced document, the order of precedence shall be this License Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

18.2 Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 18.1.

enforceable, the Party wishing to be indemnified must give the other Party notice of the event which caused the injury, loss, cost, damage or expense, along with notice of the intent to seek indemnification therefore, within 180 days of the date the Party wishing to be indemnified first learns of the event.

21. LEGAL REQUIREMENTS

21.1 Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, which in any manner relate to any rights and obligations under this License Agreement.

21.2 Safety Statute: Nothing contained in this License Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the Parties' obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

EXHIBIT A

STREETLIGHT POLE USE LICENSE AGREEMENT  
BETWEEN  
ARIZONA PUBLIC SERVICE COMPANY  
AND  
CITY OF HOLBROOK

ANNUAL ATTACHMENT FEE

Commencing January 1, 2014, the Annual Attachment Fee for calendar year 2014 shall be \$6.69 per APS Pole.